

Return to Time Warner Cable

**GOVERNMENT ACCESS
PROGRAM SCHEDULING APPLICATION**

This Program Scheduling Application must be completed and signed by all producers requesting the presentation of their Cable Programming on a government access channel on the cable television system owned and operated by Time Warner Cable serving the following communities in New York State: Brockport, Byron, Chili, Churchville, Clarendon, Clarkson, Gates, Greece, Hamlin, Hilton, Holley, Murray, Ogden, Parma, Riga, Spencerport, Sweden.

Name

Street Address

State Zip Code

Phone

Email

requests that the following Cable Programming be scheduled for presentation on the public access channel on the Time Warner Cable system:

Title of Program _____

Series type

- a. _____ Special (1 Program)
_____ Series
_____ Number of programs in Series

b. Program Length: _____

c. Target Dates

Is it pertinent that your program airs during a specific time period? _____

If Yes, indicate time _____

Second preference _____

Third preference _____

d. Program Description (Optional):

You may use the following space to provide a brief and accurate outline your program(s).

DESCRIPTION _____

GOVERNMENT ACCESS PROGRAM PROCEDURES

- (1) Use of a government access channel is limited to the local municipal governments of the communities served by the system.
- (2) Tapes must be in one of the following formats:
 - DV CAM (recorded in SP speed)
 - Mini DV (recorded in SP speed)
 - DVC pro 25
 - Betacam
- (3) Tapes must be hand-delivered to 71 Mt. Hope Avenue, Rochester, NY 14620 between the hours of 8:00 a.m. and 8:00 p.m. (Monday-Friday) or mailed to that location, Attention: Master Control.
- (4) Tapes must be delivered a minimum of 24 hours in advance of airing.
- (5) After airing, tapes will have to be picked up at the same location or a self-addressed stamped envelope provided to Time Warner Cable so that the tape may be returned by mail.
- (6) TWC will keep a tape on hold pick-up for 60 calendar days. After such time the tape will be recycled.
- (7) Producer releases Time Warner Cable from liability arising from: the loss, destruction or damage to the tape beyond the cost of replacement of the tape itself; the failure to cablecast the program; or for failure to cablecast at the scheduled time.
- (8) Applications and assigned time periods are not assignable or transferable.
- (9) Time Warner Cable will maintain records of channel use.
- (10) Upon Time Warner Cable's request, Producer shall promptly furnish to Time Warner Cable all information that may be necessary for the preparation of any reports or other documents that Time Warner Cable may be required or requested to file with any federal, state or local governmental authority or agency.
- (11) Use of channel time on a public access channel shall be without charge to the Producer as provided in Section 895.4(c)(6) of the NYPSC regulation.
- (12) All Cable Programming on government access must be non-commercial in purpose. It may not contain any commercial content or in any way promote the sale or use of any commercial product or service.
- (13) The Cable Programming shall not contain any obscene content or any other content not protected by the U.S. Constitution.

- (14) Producer is solely responsible for Cable Programming content. Producer hereby warrants and represents that Cable Programming complies in all respects with every applicable federal, state, and local statute or law, and does not infringe the personal rights or the property rights of any person. By way of example and not by way of limitation, Producer warrants that its Cable Programming does not violate copyright laws or other laws protecting intellectual property and that all necessary copyright clearances have been obtained (including synchronization rights and music performance rights); does not infringe any trademark, trade name, service mark, or any other property right; does not contain libelous or slanderous material; and does not constitute invasion of privacy, incitement, obstruction of law enforcement, or create a danger of injury to persons or property.
- (15) Other than closed captioning on line 21 of the vertical blanking interval and other program related material of which Producer will give notice to Time Warner Cable, Producer represents and warrants that nothing other than the principal video and accompanying principal audio of the programming is included or embedded in or around the Cable Programming signal delivered to Time Warner Cable and that Producer recognizes that Time Warner Cable has the right to remove or block any other content using any means deemed appropriate by Time Warner Cable.
- (16) Time Warner Cable will not exercise editorial control over the Cable Programming on government access, consistent with Section 895.4(c)(8) of the NYPSC regulations.

Acknowledgement:

Print _____

Sign _____

Date _____

Questions: 585.756.1587

Please complete and send to:

Time Warner Cable
71 Mount Hope Avenue
Rochester, NY 14620-1090
ATTN: Master Control